

FILED

2019 MAR 15 PM 2:02

City of Kankakee
City Clerk
C. J. Duncanson

AGREEMENT

BETWEEN

THE CITY OF KANKAKEE

and

**INTERNATIONAL UNION OF
OPERATING ENGINEERS LOCAL 399, AFL-CIO**

Environmental Services Utility

MAY 1, 2018 – APRIL 30, 2021

Table of Contents

PREAMBLE	1
ARTICLE I – RECOGNITION	1
ARTICLE II – STRIKES AND LOCKOUTS	1
Section 2.1 No Strike	1
Section 2.2 No Lockout	1
ARTICLE III – DUES DEDUCTIONS	1
ARTICLE IV – SUBLETTING OF WORK	2
ARTICLE V – AGENTS	2
ARTICLE VI – GRIEVANCE PROCEDURE	2
ARTICLE VII – WAGES	4
ARTICLE VIII – VACATION AND TERMINATION PAY	5
ARTICLE IX – SENIORITY AND PROBATIONARY PERIOD	5
Section 9.1 Seniority	5
Section 9.2 Probationary Period	6
Section 9.3 Layoffs / Reorganization	6
Section 9.4 Call Back	6
ARTICLE X – WORK WEEK	6
ARTICLE XI – LONGEVITY	6
ARTICLE XII – ON CALLS AND CALL-INS	7
Section 12.1 On Calls	7
Section 12.2 Call-Ins Occurring at Times Not Scheduled as Call Outs.	7
Section 12.3	8
ARTICLE XIII – TUITION REIMBURSEMENT	8
ARTICLE XIV – VEHICLE USE	8
ARTICLE XV – NEPOTISM	9
ARTICLE XVI – FUNERAL LEAVE	9
ARTICLE XVII – JURY DUTY	9
ARTICLE XVIII – HOLIDAYS AND HOLIDAY PAY	9
ARTICLE XIX – SICK LEAVE	10
ARTICLE XX – HOSPITALIZATION AND LIFE INSURANCE	11
Section 20.1 Full-Time Employees	11
Section 20.2 Retirees	11
ARTICLE XXI – PENSION	11

ARTICLE XXII – CLOTHING AND EQUIPMENT PROVISIONS	12
ARTICLE XXIII – DURATION OF AGREEMENT	12
ARTICLE XXIV – FAMILY LEAVE	12
ARTICLE XXV – RESIDENCY.....	12
ARTICLE XXVI – SAVINGS CLAUSE.....	12
ARTICLE XXVII – MANAGEMENT RIGHTS	12
ARTICLE XXVIII – AMBULANCE SERVICE	13
ARTICLE XXIX – DRUG USE ORDINANCE	13
ARTICLE XXX – BILINGUAL PAY	14
ARTICLE XXXI – RESIDENCY INCENTIVE.....	14
ARTICLE XXXII – ENTIRE AGREEMENT	14

PREAMBLE

This Agreement is entered into by the City of Kankakee, Illinois (hereinafter referred to as the "City") and International Union of Operating Engineers Local 399 (AFL-CIO) (hereinafter referred to as the "Union").

In consideration of mutual promises, covenants and agreements contained herein, the parties hereto, by their duly authorized representatives and/or agents, do mutually covenant and agree, as follows.

ARTICLE I – RECOGNITION

The City hereby recognizes the union as the sole and exclusive collective bargaining representative for the purpose of collective bargaining on any and all matters relating to wages, hours and all other terms and conditions of employment of all employees in the bargaining unit. The bargaining unit shall include:

- a. Lead Utility Operator
- b. Lead Instrument Specialist
- c. Instrument Specialist
- d. Utility System Operator

ARTICLE II – STRIKES AND LOCKOUTS

Section 2.1 No Strike

The Union, its officers and agents agree that it will not call, have or participate in any strike or lockout for any reason at any time, so that the health, safety, comfort and general well-being of the citizens of the City shall be protected. Any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the City. In addition, in the event of a violation of this Section of this Article, the Union agrees to inform its members of their obligations under this agreement and direct them to return to work.

Section 2.2 No Lockout

The City will not lock out any employees during the term of this Agreement as a result of a labor dispute with the Union.

ARTICLE III – DUES DEDUCTIONS

While the Agreement is in effect, the City will deduct from the first paycheck each month 'one-half of the appropriate dollar amount of union dues and from the second paycheck each month the second half of the appropriate amount of dues for each employee in the bargaining unit who has filed with the City a voluntary, effective check-off authorization as provided by the Union. The amount of dues checked off shall be equal to two and one quarter hours straight time pay for each employee per month, such amount to be determined initially upon the signing of this Agreement

and thereafter once a year on a date determined by the Union. Once the dues check off amount has been determined for each employee each year, it shall not be further increased. Dues shall be remitted to the Union by the last day of the month following deduction. A union member desiring to revoke the dues check-off may do so by written notice to the Employer at any time during the thirty (30) days, the name, address, classification, rate of salary and starting date of any new employee hired into the Union's bargaining unit.

ARTICLE IV – SUBLETTING OF WORK

The Union agrees that its members who are employed by the City shall obey all orders of those in authority, and they shall perform all work that has been traditionally and historically the work of employees in the City, and such work shall not be sublet or contracted out, without negotiating with the Union.

ARTICLE V – AGENTS

The Union will keep the City notified of the identity of its duly authorized representative for negotiation purposes. The City will keep the Union notified of the identity of its duly authorized representative for negotiation purposes.

ARTICLE VI – GRIEVANCE PROCEDURE

Grievance shall be limited to alleged violations of express and specific provisions of this Agreement. A grievance, as that term is used in this Agreement, means a claim by an employee, or the Union, that an express or specific term of this Agreement has been violated, or a question concerning the proper application or interpretation of an express or specific term of this Agreement. Neither the Union nor an employee shall use or attempt to use the grievance procedure as a means of changing, amending, modifying, supplementing or otherwise altering in any respect whatsoever this Agreement or any part hereof. Should a grievance arise it shall be handled in the following manner:

- STEP 1: A grievance shall be submitted in writing stating the grounds for the allegation of contract violation and shall be signed by the person or persons making said grievance. Said writing shall be submitted to the employee's direct supervisor within five (5) days of the occurrence of the alleged violation of this Agreement. The employee's direct supervisor must respond in writing.
- STEP 2: If no agreement can be reached within three (3) days of the presentation the written grievance shall be presented to the Superintendent or designated representative two (2) days thereafter. The Superintendent must respond in writing.
- STEP 3: If no agreement can be reached within seven (7) days of the presentation of the written grievance in STEP 2, the grievance shall be submitted to the Mayor within five (5) days of expiration of said seven (7) day period.

STEP 4: When a grievance is submitted to the Mayor pursuant to STEP 3 of this grievance procedure, the Mayor shall reply in writing within twenty-one (21) days. Waiver of this time limit must be by agreement of all parties concerned.

STEP 5: If the grievance is not adjusted in STEP 4, the grievance shall be referred for arbitration by written request made within fifteen (15) days of the Mayor's reply.

Arbitration will be performed as follows:

- a. City and Union shall each strike two (2) names from the list of five (5) from the list of five (5) from the Federal Mediation and Conciliation Service (FMCS); The name remaining shall be the Arbitrator.
- b. The Arbitrator shall review the grievance and the information and decision rendered at the various steps of the grievance procedure. The Arbitrator shall confer with the parties to the grievance as necessary and may hold a hearing at his option. The scope of the hearing shall be at the sole discretion of the Arbitrator. The hearing shall only be open to all parties in interest.
- c. The Arbitrator shall issue his decision not later than thirty (30) calendar days from the date closing of any conference or hearing, if necessary, or if no conference or hearing are required then from the date the final grievance documents are submitted to him.
- d. The decision of the Arbitrator shall be in writing, and shall set forth the finding of fact, reasoning and conclusions of the issues submitted.
- e. The decision of the Arbitrator shall be binding to the parties concerned in the grievance.
- f. The cost of the Arbitrator shall be borne equally by the Union and the City of Kankakee.
- g. If the Arbitrator calls for meetings or hearings and these meetings cannot be held during the normal working hours of the grievated member(s), then no additional compensation or payment shall be made by the City of Kankakee to either the grievated employee(s), witness, or representative of the Union.
- h. The Arbitrator may interpret the agreement but shall have no right to ignore, add to, take from, or modify any of the provisions of this Agreement.

Any grievance not appealed to the next succeeding step in writing within the time limit specified, will be considered withdrawn and not eligible for further steps in the grievance procedure. Any grievance not answered by the City in writing within the time limits specified will be considered in favor of the grievated employee.

It is understood that matters subject to the authority and jurisdiction of the City such as promotion, discharge or disciplinary suspension in accordance with the statutes of the State of Illinois, are not subject to the grievance procedure.

The time within which any act provided in this Agreement is to be done shall be computed by excluding the first day and including the last, unless the last day is Saturday or Sunday or is a holiday as defined or fixed in any statute now or hereafter enforced in this state, and then it shall also be excluded. If the day succeeding such Saturday, Sunday or holiday is also a holiday or a Saturday or a Sunday, then such succeeding day shall also be excluded.

ARTICLE VII – WAGES

Individuals who are not employed by the City of Kankakee as of the signing of this Agreement shall not derive any benefit from this Agreement by reason of any retroactive provisions for the payment of wages or other economic benefits. No bargaining unit employee on the payroll of the City as of the signing of this Agreement shall suffer any reduction in wages or benefits as a result of the signing of this Agreement except as specifically set forth herein.

In lieu of the City renting uniforms for members it has added an additional nineteen cents (\$0.19) per hour (approximately Four Hundred Dollars (\$400.00) per year) to the base of each member hourly rate.

Rates of pay and other benefits shall be as set forth herein.

All employees covered under this Agreement, in addition to other provisions herein stated, shall be paid a base rate as follows:

a. **Lead Utility Operator**

From May 1, 2018, the base hourly rate shall be \$34.02.
From May 1, 2019, the base hourly rate shall be \$34.70.
From May 1, 2020, the base hourly rate shall be \$35.40.

b. **Lead Instrument Specialist**

From May 1, 2018, the base hourly rate shall be \$34.02.
From May 1, 2019, the base hourly rate shall be \$34.70.
From May 1, 2020, the base hourly rate shall be \$35.40.

c. **Instrument Specialist**

From May 1, 2018, the base hourly rate shall be \$31.21.
From May 1, 2019, the base hourly rate shall be \$31.84.
From May 1, 2020, the base hourly rate shall be \$32.48.

d. Utility System Operator

From May 1, 2018, the base hourly rate shall be \$29.03.

From May 1, 2019, the base hourly rate shall be \$29.61.

From May 1, 2020, the base hourly rate shall be \$30.20.

Hourly rates for the first (1st) year of this Agreement shall be increased by 5.1% retroactive to December 1, 2018.

ARTICLE VIII – VACATION AND TERMINATION PAY

Any employee who has been in the service of the City continuously for one (1) year shall be given an annual vacation of two (2) weeks plus three (3) days with pay; any employee who has been in the service of the City continuously for seven (7) years shall be entitled to an annual vacation of three (3) weeks plus three (3) days with pay; any employee who has been in the service of the City of Kankakee continuously for twelve (12) years shall be entitled to an annual vacation of four (4) weeks plus three (3) days with pay; any employee who has been in the service of the City continuously for twenty (20) years shall be entitled to an annual vacation of five (5) weeks plus three (3) days with pay. Any employee who has been in the service of the City continuously for one (1) year or more whose employment is thereafter terminated for any reason, shall be paid for accrued vacation computed from the anniversary date of employment (unless the employee has already taken a vacation) and a portion of the next year's vacation which the employee has earned up to the date employment terminates. This compensation shall be paid at the time the employee receives final pay from the City. An additional day's vacation shall be allowed an employee if such employee's vacation period includes one (1) of the holidays mentioned in Article XVIII hereof. A week's vacation pay shall be forty (40) hours pay at the employee's regular straight time hourly rate. Scheduled days off shall not be considered as part of the normal forty (40) hour work week for the taking of and payment of vacation.

Vacation may be taken in two (2) hour increments. An employee may use those increments on an emergency basis if the use will not otherwise disrupt work assignments. An emergency means not requested more than twenty-four (24) hours in advance.

ARTICLE IX – SENIORITY AND PROBATIONARY PERIOD

Section 9.1 Seniority

Seniority is the length of service in the bargaining unit as an employee of the City, provided that in the event that more than one (1) employee has the same commencement date, then seniority as between them shall be determined by the date of employment and membership in the Illinois Municipal Retirement Fund and provided, however, that in the event more than one employee has the same commencement date in each of the preceding categories, then as between them, seniority shall be by alphabetical order, A-Z with "A" having the most senior status. Seniority within a unit shall apply for choice of vacation, layoff, call back, on-call status, vacancies on jobs and shifts.

Section 9.2 Probationary Period

All new hired employees will be on a probationary status for three (3) months (ninety (90) days) from initial start date. All time served at probation shall be recognized upon successful completion for the purpose of wages, benefits and conditions of the contract.

Section 9.3 Layoffs / Reorganization

During a layoff or any time a position is eliminated, an employee can bump the least senior employee provided that the employee has more seniority and meets the minimum job requirement.

Section 9.4 Call Back

After a layoff, an employee shall have call-back rights for a period of twelve (12) months. Any employee who has more than ten (10) years of seniority shall have call-back rights for a period of twenty-four (24) months.

ARTICLE X – WORK WEEK

Employees shall work forty (40) hours per work week in not more than five (5) days. Any employee required to work beyond such employee's regularly scheduled hours in any day, shall be paid therefore and shall not be required to take compensatory time off. Work in excess of forty (40) hours in any one (1) work week shall be paid at the rate of one and one-half (1½) for all work in excess of eight (8) hours in any one (1) day. The work week shall begin at 7:00 a.m. on Monday and end at 7:00 a.m. the following Monday.

The hours of daily work shall begin at 7:00 a.m. and end at 3:10 p.m. with no afternoon break to occur. The agreed to shifts (7:00 a.m. to 3:10 p.m.) will be construed as an eight (8) hour paid shift.

ARTICLE XI – LONGEVITY

All employees of the City shall be paid as longevity for service to the Utility according to the following schedule:

Years	Increase
After 1 year until completion of 5 years	1% of monthly base rate
After 5 years until completion of 10 years	2% of monthly base rate
After 10 years until completion of 15 years	4%of monthly base rate
After 15 years until completion of 20 years	5% of monthly base rate
After 20 years until completion of 25 years	6% of monthly base rate
After 25 years until completion of 30 years	7%of monthly base rate
After 30 years until retirement	8% of monthly base rate

ARTICLE XII – ON CALLS AND CALL-INS

Section 12.1 On Calls

- a. Employees assigned to “On Call” status will be compensated at a base rate of ten (10) hours at the regular rate of compensation per week for a minimum of (10) ten hours provided, however, during a week in which a recognized holiday (as defined under Article XVIII of this agreement) occurs, employees assigned “On Call” status for emergency sewer back-ups and Hydro emergencies will be compensated with an additional Fifty Dollars (\$50.00) for each of said holidays.
- b. On-call personnel shall be paid at the rate of one and one-half (1½) times his/her hourly rate for any time worked in excess of ten (10) hours when on call.
- c. Personnel selected for on call duties will be rotated on a weekly basis.
- d. A “Call In” shall be defined as a duty requiring a physical response to address an issue that is required to be addressed between the time the employee has clocked out on one work day and prior to the commencement of the following work day.
- e. Being available for the rotation of “On Call” is a mandatory duty and shall occur on a weekly rotation unless absence or a modification in the rotations occurs.
- f. Compensation for Employees assigned to “On Call” shall require the employee to respond to up to five (5) “all in” calls per week. Incidental and or inconvenient calls that can be handled during regular working hours, calls that do not need an emergency response, JULIE locates that are not within business hours or calls that do not require the employee to leave their residence or place of origin shall not be considered to be a call in for purposes of being included in the five (5) calls per week. Employee that respond to an emergency call which requires an employee to physically respond shall constitute one (1) call towards the five (5) calls described above.
- g. Upon a “Call In” occurring a two (2) hour time period begins. Any other “required call ins” that are received during the first two (2) hour period shall not be credited as additional calls unless they exceed the two (2) hour time period.

Section 12.2 Call-Ins Occurring at Times Not Scheduled as Call Outs.

An employee called back to work shall receive a minimum of two (2) hours pay at one and one-half (1½) times the hourly rate. An employee required to work on a scheduled day off shall receive a minimum of four (4) hours pay at straight time if the employee has been paid less than forty (40) hours in that week. If such employee has worked more than forty (40) hours in that week such employee shall be paid at the rate specified.

Section 12.3

In the event that the City's technology allows use of computer or Smart Phone Application to resolve issues, the City may modify the above on-call procedure.

ARTICLE XIII – TUITION REIMBURSEMENT

Employees are encouraged to continue their education and training so as to enhance their job performance and improve the overall effectiveness of the Utility in completion of its duties. To this end, employees may request reimbursement of tuition, registration fees, books and supplies which are needed and are defined as such in the course syllabus for those educational and training courses taken.

Eligibility for reimbursement is subject to the following conditions:

- a. The employee must request approval from the Superintendent for reimbursement prior to the enrollment in the course or program. Approval shall not be unreasonably withheld.
- b. Evidence of successful course completion (passing grade) and a receipt for the course, and proof of required books and supplies must be presented prior to reimbursement.
- c. A maximum reimbursement of Seventy Hundred Fifty Dollars (\$750.00) per fiscal year per employee shall be allowed, but an employee may accumulate two (2) years reimbursement for the use during the second of the said years.

ARTICLE XIV – VEHICLE USE

The Utility will acquire and maintain various vehicles as necessary to perform its function. In order to allow for more efficient and effective performance of duties by Utility staff certain vehicles will be assigned to individual employees from time to time. Use of these vehicles is subject to the following conditions:

- a. City vehicles are to be operated only by properly licensed City employees.
- b. City vehicles are to be used solely for the performance of City business. Use of vehicles for personal business is not permitted.
- c. City vehicles should be used whenever possible when traveling on City business out of town.
- d. Fuel for vehicles should be obtained from the City pumps at DPW or with City credit cards when out-of-town. Use of cash or personal gas cards should be avoided.

ARTICLE XV – NEPOTISM

The Utility will not employ more than one (1) member of a family in a full-time position. For purposes of this policy, “family” is defined as husband or wife, parent or grandparent, brother or sister, or child of an employee, or any such relatives of an employee’s present spouse.

This policy does not apply with regard to temporary employment of students and “summer help”.

ARTICLE XVI – FUNERAL LEAVE

Funeral leave up to three (3) calendar days with pay at straight time rate shall be given to an employee in the case of death in the immediate family (father, mother, spouse, child, sister, brother, mother-in-law, father-in-law, grandchildren, brother-in-law, sister-in-law, grandparents, grandparents-in-law, step-children, aunts, uncles, aunts or uncles-in-law, legal guardians or step-parents, and civil union partner. A civil union is defined as a legal relationship between two (2) of either the same or opposite sex established pursuant to the Illinois Religious Freedom Protection and Civil Union Act). This leave may be extended on a day-to-day basis at the discretion of the Superintendent.

ARTICLE XVII – JURY DUTY

The City shall compensate the employee for the difference between the pay which such employee would normally receive, excluding overtime, and the amount received for jury service.

ARTICLE XVIII – HOLIDAYS AND HOLIDAY PAY

The following days, or the days on which they are legally observed, shall be observed as holidays:

Holidays	
New Year’s Day	Veteran’s Day
Martin Luther King, Jr. Day	Thanksgiving Day
Good Friday	Day After Thanksgiving
Memorial Day	Christmas Eve
Independence Day	Christmas Day
Labor Day	

Should any of the above holidays fall on a Saturday or a Sunday that holiday shall be observed as determined by City Council. All employees shall be paid eight (8) hours at their regular rate of pay for each of the holidays mentioned above when no work is performed on those days. An employee required to work on any of the above mentioned holidays days, shall be paid one and one-half (1½) times such employee’s rate for all hours worked. An employee scheduled to work who fails to report to work shall receive no pay. If an employee is not scheduled to work and is called in to work, the provisions of Section 12.2 shall be applied, as follows: four (4) hours of work or less shall receive holiday pay of eight (8) hours. Eight (8) hours of such holiday pay shall be credited as hours worked for the purpose of computing overtime (over forty (40) hours) with

the exception of the employee who received eight (8) hours of pay for a holiday which occurs on one (1) of such employee's regular days off.

ARTICLE XIX – SICK LEAVE

Sick benefits will be paid to employees under this Agreement based on a forty (40) hour work week, after one (1) month of service, as follows:

- a. One (1) day per month, annually;
- b. In order to be eligible for a sick day the employee shall contact the City Designee prior to the shift from which he/she intends to be absent and inform the City Designee of the reasons for the necessity of a sick day. After three (3) consecutive days off the employer may require a doctor's verification of illness;
- c. Sick benefits will be paid at the employee's prevailing rate;
- d. If an employee leaves the service of the City, he/she shall be paid for his/her accumulated sick days up to one hundred twenty (120) days.
- e. If an employee under this Agreement contracts any illness or incurs any injury in the line of duty of service to the City of Kankakee, he/she may be granted a leave of absence, with pay, until a physician certifies that he/she is able to return to work; and no sick days shall be deducted.
- f. If an employee is off, after his/her sick days are depleted, said employee shall then apply for a leave of absence, under the provisions of the Family Medical Leave Act.
- g. All unused sick days at the end of each fiscal year in excess of one hundred twenty (120) days shall be paid to the employee at the employee's hourly rate as of April 30th of that year. Provided that the employees has not used any sick time for a full twelve (12) months during the previous contract year (May 1-April 30). At the end of each fiscal year an employee with an excess of one hundred twenty (120) sick days who has used one (1) or more sick day(s) during the previous twelve (12) months shall be paid at the rate of one (1) day for every two (2) days earned at the employees' hourly rate as of April 30th of that year.
- h. If an employee has accumulated more than one hundred twenty (120) sick days and is off more than one hundred twenty (120) days due to illness, the employee may petition the Superintendent for an extension of sick leave and the Superintendent shall give said petition its utmost consideration;
- i. Upon retirement of employment with the Utility, employees will receive full pay for accumulated unused sick time. Retirement shall refer to the voluntary termination of employment by an employee who has reached the age of 55 and is vested with IMRF service credit.

- j. Sick Pay may be taken in two (2) hour increments. An employee may use those increments on an emergency basis if the use will not otherwise disrupt work assignments. An emergency means not requested more than twenty-four (24) hours in advance.

ARTICLE XX – HOSPITALIZATION AND LIFE INSURANCE

Section 20.1 Full-Time Employees

All full-time employees of the bargaining unit shall be eligible to participate in a health insurance plan provided by the Union. The City agrees to 100% of the cost (currently \$1066.00 per month) to the Local 399 Health and Welfare fund for each of the members of the bargaining unit for such period as that amount does not exceed (80% of the average of the monthly premium of the group family PPO rate and the monthly premium of the group family HSA rate established by the group medical carrier providing insurance to the city's full-time employees.

In the event that the monthly cost of the health insurance plan provided by the Union exceeds 80% of the average of the monthly premium of the group PPO rate and the monthly premium of the group family HSA rate established by the group medical carrier providing insurance to the city's full-time employees, then the bargaining unit members shall be eligible to enroll in the group health insurance plan provided by the City. In such event, the City's obligation to pay premiums to the plan provided by the Union shall terminate. In the event that the bargaining unit members return to the group health insurance plan provided by the City during this contract period, the City shall pay 80% of the premium cost and the bargaining group members shall pay the remaining 20%.

The City shall maintain life insurance coverage in the amount of \$10,000.00 on each employee covered by this Agreement and said insurance shall have a double indemnity provision.

Section 20.2 Retirees

Retirees, defined as employees who have reached the age of 55 and are vested with IMRF service credit, shall be allowed to join the group insurance plan provided by the City of Kankakee to other employees, up to the age of 65 with the option of family plan, employee plus one (1) or individual plan in accordance with IMRF guidelines. The City shall pay 80% of the insurance premium but not to exceed a cap of \$1,283.50 for Family, \$868.21 for Employee plus one and \$418.06 for an individual plans per month. The retiree shall pay 20% of the insurance or the remainder of the plan cost after the Cap is reached for retiree employee and dependents for a three (3) year consecutive immediately following retirement. Upon completion of the three (3) year period, the retiree shall have the option to remain on the group insurance plan, under family or individual plan, by making full payment of the premium directly to the City.

ARTICLE XXI – PENSION

All full-time employees of the City of Kankakee are and shall remain covered by the pension plans of the Illinois Municipal Retirement Fund and the Social Security Administration.

ARTICLE XXII – CLOTHING AND EQUIPMENT PROVISIONS

The City of Kankakee will maintain and provide foul weather gear and gloves, safety glasses, and various other safety clothing and equipment as needed for normal operations and performance of duties.

ARTICLE XXIII – DURATION OF AGREEMENT

This Agreement shall be in full force and binding between the respective parties from May 1, 2018 until midnight on April 30, 2021; provided, however, if a new contract is not signed and effective on or before the termination of this Agreement, then the parties hereto agree that each will be bound by the terms of this Agreement and will comply with the terms of this Agreement subsequent to and until a new contract is in effect.

For the duration of this Agreement, the parties hereto waive further collective bargaining on all appropriate subjects of bargaining, whether or not discussed during negotiations or mentioned herein; provided, however, such waiver shall not prevent the parties from reaching mutual understandings as to the application or interpretation of any provisions of this Agreement.

ARTICLE XXIV – FAMILY LEAVE

All full-time employees of the City are entitled to federal Family Medical Leave Act (FMLA) benefits in accordance with the policy set forth in the Executive Order No. 94-1. Any change to the Order during the term of this Agreement will be effective as of the effective date of the Order.

ARTICLE XXV – RESIDENCY

The employees who are covered by this collective bargaining agreement are not subject to any residency requirement.

ARTICLE XXVI – SAVINGS CLAUSE

If there is any clause in this Agreement, now or in the future, which may become inconsistent with the statutes of the State of Illinois or the United States Government, said clause will be rendered void but all other clauses in this Agreement will remain in full force and effect.

ARTICLE XXVII – MANAGEMENT RIGHTS

Subject to the limitations of this Agreement and applicable law, the employer has and will continue to retain the right to operate and manage its affairs in each and every respect. The rights reserved to the sole discretion of the employer shall include, but not be limited to rights:

- a. To determine the organization and operations of the City;
- b. To set standards for the services to be offered to the public;
- c. To direct the employees, including the right to assign work and overtime;

- d. To hire, examine, classify, select, promote, train, transfer, assign and schedule employees;
- e. To increase or reduce the composition and size of the work force, including the right to relieve employees from duties because of lack of work or funds;
- f. To establish work schedules. and to determine the starting and quitting time, and the number of hours to be worked;
- g. To establish, modify, combine or abolish job positions and classifications;
- h. To add, delete or alter methods of operations, equipment or facilities;
- i. To determine the locations, methods, means and personnel by which the operations are to be conducted, including the right to determine whether goods or services are to be made, provided or purchased;
- j. To establish implement and maintain an effective internal control program;
- k. To suspend, demote, discharge or take other disciplinary action against employees for just cause (probationary employees without just cause);
- l. To add, delete or alter policies, procedures, rules and regulations;
- m. Any other management functions as required to perform operations of the City as mandated by municipal, state or federal law.
- n. Implementation of any and all of the provisions of this contract will be subject to and consonant with all federal and/or state law or Agency requirements with respect to equal employment opportunity, discrimination, affirmative action and related matter.

ARTICLE XXVIII – AMBULANCE SERVICE

Any member of the bargaining unit or his immediate family who resides within the City of Kankakee shall be entitled to the use of the paramedic services of the City of Kankakee from any location within the City of Kankakee at no charge to the said employee or dependent, provided, however, that the employee shall seek reimbursement from his group insurance coverage where applicable for ambulance service and shall assign the benefits thereof to the City of Kankakee and the failure to so assign the benefits of the said group insurance shall cause a forfeiture of the benefits conferred hereunder and the employee or his immediate dependent, as the case may be, shall be liable for the reasonable value of the service rendered by the City of Kankakee.

ARTICLE XXIX – DRUG USE ORDINANCE

The Drug Use Ordinance presently in effect in the City of Kankakee is hereby adopted and the provisions thereof are incorporated by reference and are made applicable to the parties hereto.

ARTICLE XXX – BILINGUAL PAY

The City agrees to pay, as an incentive, the sum of Fifty Dollars (\$50.00) per month, in addition to all other pay, for any employee who is bilingual and able to speak fluently in the Spanish language. The City may require testing fluency as established by Kankakee Community College.

ARTICLE XXXI – RESIDENCY INCENTIVE

The City of Kankakee will provide one-time down payment assistance in the amount of Two Thousand Five Hundred Dollars (\$2,500.00) to any Employee who currently does not own a residence in the City of Kankakee and who purchases and resides in a residence located within the boundaries of the City of Kankakee and who resides in said residence for a period of five (5) years. In the event that the employee moves his residence from the purchased residence, the employee shall refund 100% of the down payment assistance if he/she moves from the residence to a residence outside the boundaries of the City of Kankakee during the first two (2) years after the purchase and will re-pay 75% if he/she moves from the residence in the third (3rd) year, 50% if he/she moves in the fourth (4th) year and 25% if he/she moves the fifth (5th) year.

Bargaining unit members who live in the City of Kankakee shall receive a Five Hundred Dollar (\$500.00) pro-ratable annual stipend after the member resides in the City for a period of one (1) year. Said stipend shall be a separate stipend and not added to base pay.

ARTICLE XXXII – ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties and concludes the collective bargaining on any subject whether included in this Agreement or not for the term hereof.

Executed this ____ day of _____ 2019.

INTERNATIONAL UNION OF
OPERATING ENGINEERS LOCAL 399,
AFL-CIO

CITY OF KANKAKEE

By: _____

By: _____

ATTEST:

By: _____

By: _____
Clerk